SEND TAX BILL TO:
Mrs. Emma J. Hutton
Map-Parcel #3D75375
Map 84-8
Par. 55

THIS INSTRUMENT PREPARED BY:
JAMES H. KINNARD, Attorney at Law
105 1/2 South Cumberland
Lebanon, Tennessee 37087

BOOK 4906 PAGE 81

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Thirty Four Thousand Five Hundred and 00/100 Dollars ($34,500.00), cash in hand paid, the receipt of which is hereby acknowledged, we, J. R. SMITH and wife, BERTHA SMITH, have this day bargained and sold and do by these presents, transfer and convey unto MRS. EMMA J. HUTTON, a widow, her heirs and assigns, the following tract or parcel of land situate and lying in the 3rd Civil District of Davidson County, Tennessee, and being more particularly described as follows, to-wit:

Being Lot No. 209 on the Plan of Lincoya Hills, Section 7, as of record in Book 2331, Page 119, Register's Office for said County.

Said Lot No. 209 fronts 108 feet on the westerly side of Delaney Drive and runs back 154 feet on the northerly line and 188.2 feet on the southerly line to a dead line in the rear, measuring 80 feet thereon.

DEED REFERENCE:
Being that property which was conveyed unto the Grantors herein by deed from L. G. Oberly, et ux, dated July 29, 1965, recorded in Deed Book 112, Page 148, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land, with all the privileges and appurtenances thereunto belonging to the said MRS. EMMA J. HUTTON, a widow, her heirs and assigns, in fee simple forever.

WE COVENANT that we are lawfully seized and possessed of the within-conveyed property that we have a good and lawful right to sell, transfer and convey same; that same is free, clear and unencumbered; and that we will forever WARRANT AND DEFEND the title thereto against the lawful claims of all persons whomsoever; EXCEPTING, HOWEVER, taxes due and payable for the year 1975 all of which shall be prorated as of the date of this deed and settled in cash between the parties with the Grantees assuming payment thereof.

This conveyance is made subject to the restrictions of record in Book 2540, Page 55, and to a minimum setback line of 40-feet from Delaney Drive and a 10 foot utility easement along the west rear line of Lot.

There is to remain with this property all Drapes in the living room and dining room and the Fireplace set is to remain in the Den. The Grantors herein also agree to furnish a termite contract.

POSSESSION shall be given with delivery of this Deed.

IN WITNESS WHEREOF, we have hereunto set our hands this the 18th day of April, 1975.

J. R. Smith
J. R. SMITH

Bertha Smith
BERTHA SMITH

C95146

Apr 22 10 04 AM '75
REGISTER'S OFFICE
WILSON COUNTY, TENN.

CONV 34,500.00
A* 89.70
A* .50
A* 4.00 * 94.20
WDEED

STATE OF TENNESSEE
COUNTY OF WILSON, SS:

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within-named bargainors, J. R. SMITH and wife, BERTHA SMITH, with whom I am personally acquainted and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Lebanon, Tennessee, on this the 18th day of April, 1975.

Clyde Edward Cole
Notary Public

My Commission Expires: 8 2 77

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $34,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Affiant

Subscribed and sworn to before me this the 18th day of April 1975

Clyde Edward Cole
My Commission Expires 8/2/77